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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

CHAMBER SUMMONS NO.858 OF 2004
IN
SUIT NO. 4849 OF 1996

ALONGWITH
CHAMBER SUMMONS NO. 1197 OF 2004
IN
SUIT NO. 4849 OF 1996

Kantilal Chhogumal And Ors. Plffs.
VS.
Buildage Builders & Anr. Defds.

K.R. Dhanuka for the plaintiffs.
B.H. Vyas for the defendants
S.N. Kadam, IInd Assistant to court Receiver.

CORAM: S.U. KAMDAR, J.

DATE : 22ND FEBRUARY, 2005.

P.C. :

1. These two chamber summons are taken out in respect of the defaults which are committed by the defendants in respect of the payment of royalty charges for the suit shop No.4, Ground floor, Buildage House, 146, Veer Savarkar Marg, Cadell Road, Mahim, Bombay.

2. The Chamber summons no. 858 of 2004 has been taken out for direction to the court receiver to take back the possession of the property in view of the consistent delay on the part of the defendant. Chamber summons no. 1197 of 2004 is taken out to condone delay in payment of the royalty charges for a period of March, 2004 to August, 2004. I have heard both the chamber summons.

3. The learned counsel appearing for the defendants gives an undertaking that he will pay interest at the rate of 18% p.a. in respect of the defaults which are committed subsequent to the deposit made pursuant to the order dated 22.7.2003 passed in chamber summons no. 577 of 2003. He also gives an undertaking that in an event if he commits three defaults in payment of the royalty charges he will surrender the possession of the said premises to the court receiver, High Court, Bombay. Mr. Dhanuka learned counsel appearing for the defendants requested that the court receiver be directed to take money in advance in respect of the royalty charges. The court Receiver is directed accordingly. Mr.

Dhanuka also states that he shall execute the agency agreement within a period of two weeks from today. The Court Receiver is directed to complete the necessary formalities for execution of the agency agreement within the aforesaid period of two weeks. In view of the aforesaid order the court receiver not to take possession of the premises. However in an event of any further breach of the undertaking given by the plaintiff, the court receiver to take possession forthwith without any further notice or without any further orders from this court. In an event if the agency agreement is not executed in the aforesaid period the court receiver to make a report to the court and the court thereafter shall pass necessary order including termination of the agency of the plaintiff herein. Both the chamber summons disposed off accordingly. There shall be no order as to costs.

sd/-
